

STATE OF MONTANA LAND SALE
OFFER TO PURCHASE AND BID DEPOSIT RECEIPT

The undersigned Potential Bidder (hereinafter called "Bidder"):

Please print **name(s)** and address exactly as you would like title conveyed on the Deed

Bidder(s) offer(s) to purchase from the State of Montana, by and through the State Board of Land Commissioners and the Montana Department of Labor and Industry and the Department of Natural Resources and Conservation (hereafter referred to as "Seller") the real property described below upon the terms and conditions set forth herein should the Bidder's offer be accepted by the Seller as ☐ joint tenants with rights of a survivorship, ☐ tenants in common, ☐ single in his/her own right, ☐ other _____ and offers to purchase the following described real property (hereinafter referred to as "Property") commonly known as 333 West Main Street, Hamilton, MT:

| | | | | |
|---|------|-----|-----|---------|
| Lot 5, Block 31 Original Townsite of Hamilton | 25 | 6N | 21W | Ravalli |
| (Legal description) | Sec. | Twp | Rge | County |

Amount of Bid Deposit Enclosed \$ 17,800 Due Date: 08/1/2014

Should the Seller accept the bid of the above-described Bidder for the purchase of the above-described real property, the Seller and the Bidder, hereby agree that:

- 1. On or before 30 days after final approval by the Seller, Bidder shall pay any balance owed on the purchase price in accordance with §77-2-329(2), MCA. Receipt by the Seller of the full balance owed constitutes the effective date of sale. If payment is not made in accordance with §77-2-329(2), MCA, Bidder forfeits their 10% bid deposit, which is being held by the State.
- 2. Bidder shall be responsible for making any and all payments to the County(ies) in which the property is located for taxes and/or assessments, if any, levied against the property for the current tax year.
- 3. The Buyer represents that he/she is eighteen (18) years of age or older, of sound mind, and legally competent to own or transfer real property in the State of Montana; and, if acting on behalf of a corporation, partnership, or other non-human entity, that he/she is duly authorized to enter into this Agreement on behalf of such entity.
- 4. The State shall retain the bid deposit and processing costs of the successful bidder, which will be applied toward the purchase price. The State shall return the bid deposits of all unsuccessful bidders within 15 business days following the auction.
- 5. State retains any/all access easements for itself across the parcel unless specifically stated otherwise.
- 6. Other Conditions: This offer to purchase and bid deposit receipt is subject to the Terms and Conditions, Invitation Purchase and Deed Restrictions contained in the bid package, and incorporated into this document by this reference.

The Bidder hereby verifies that they have read and understood the provisions of this agreement.

| | | |
|------------------|---------------|------|
| Bidder Signature | Tax ID Number | Date |
|------------------|---------------|------|

| | | |
|------------------|---------------|------|
| Bidder Signature | Tax ID Number | Date |
|------------------|---------------|------|

State of Montana
County of _____

Signed and acknowledged before me on _____ by _____

SEAL

Notary Public for the State of _____
Residing at _____
My commission expires _____

RECEIPT

| | |
|--|------|
| Emily Cooper, Trust Land Management Division Dept. Natural Resources & Conservation | Date |
|--|------|